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ABSTRACT

The collective bargaining agreement between Montgomery Community College Board of Trustees and the Montgomery College Chapter (370 members) of the American Association of University Professors (AAUP) covering the period June 1, 1982-August 15, 1985 is presented. Items covered in the agreement include: definitions and recognition of AAUP; management functions; grievance procedure; faculty appointments; tenure; procedure for faculty discharge for just cause; reduction in force; professional responsibilities of teaching faculty, counselors, librarians, and learning resources faculty; equivalent semester hours for lecture and nonlecture components; leaves of absence for illness or disability, court attendance, military service, bereavement, and professional meeting attendance; sabbatical leaves; extended leave without pay; personal leave; disability benefits and payments; chapter rights; faculty salary and increases for academic year and summer session; salary and increases for counselors, librarians, and learning resources faculty; group insurance; educational assistance program; faculty development program; and no strike/lockout. (SW)

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AGREEMENT

PREAMBLE

THIS AGREEMENT is entered into by and between the Board of Trustees of Montgomery Community College ("Board") and the Montgomery College Chapter of the American Association of University Professors ("Chapter").

ARTICLE 1 - RECOGNITION OF CHAPTER

Section 1.1 - Management Defined. Whenever used in this Agreement, the term "Management" shall mean the Board and/or the administrative staff designated by the Board to implement and administer the Board's policies.

Section 1.2 - Exclusive Representative. The Board recognizes the Chapter as the exclusive representative of faculty members, as defined in Section 1.3 of this Article, for the purpose of collective bargaining.

Section 1.3 - Faculty Member Defined. Whenever used in this Agreement, the term "faculty member" shall mean all faculty personnel teaching twenty-four (24) or more course credit hours per academic year, including department chairpersons; full-time faculty personnel assigned by Management as counselors, librarians, and learning resources professionals; but excluding

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employees directly involved in the determination of policy; supervisory and confidential employees, as defined in Section 16-510.1 (A)(6) and (17) of the Education Article of the Annotated Code of Maryland ("Act"); employees whose salaries are funded from public and/or private grants and not from revenues generally available at the present time to all community colleges pursuant to Title 16 of the Act; student assistants; employees performing the following functions: Director, Office of Learning Resources, Takoma Park Campus; Director, Office of Library Services, Takoma Park Campus; Director of Nursing, Takoma Park Campus; Director of Student Activities, Rockville Campus; Director of Student Activities, Takoma Park Campus; Director of Athletics, Germantown Campus; Director of Athletics, Rockville Campus; Director of Athletics, Takoma Park Campus; and all other employees.

ARTICLE 2 - MANAGEMENT FUNCTIONS

Section 2.1 - Retention of Management Prerogatives. All management functions, rights, and prerogatives, written or unwritten, which have not been expressly modified or restricted by a specific provision of this Agreement, are retained and vested exclusively in Management and may be exercised by Management at its sole discretion. Such management functions, rights, and prerogatives include, but are not limited to, all rights and prerogatives granted by applicable law; the right to generally determine and effect the mission of Montgomery

College; to evaluate and select applicants for employment; to evaluate faculty members for purposes of salary increases, retirement, promotion, demotion, transfer, layoffs and recall; to discipline and discharge faculty members for just cause; to grant salary increases and to retire, promote, demote, transfer, lay off and recall faculty members; to subcontract or use independent contractors in fulfilling the mission of Montgomery College and in undertaking any and all functions or activities for which Management might otherwise use personnel employed by Montgomery College; to determine the academic calendar, including the number and dates of duty days for faculty members, and the commencement and ending of each duty day; to expand, reduce, alter, combine, transfer, or terminate any position(s), department(s), program(s), service(s), or curriculum; to allocate and expend funds and determine financial policies and procedures of Montgomery College; to control, regulate, and determine the use and location of all Montgomery College facilities, including campuses, machinery, equipment, buildings, other property, and support services; to determine the size and composition of the work force; to designate substitutes for faculty members; to introduce new or improved research and operational methods; to set the standards of productivity, the services to be rendered and functions to be performed; to initiate, design, develop, adopt, modify, delete, approve, schedule, and authorize all courses and programs to be offered by Montgomery College; to determine

program and course curriculum content, objectives, grading standards and procedures; to establish class schedules; to determine class size; to assign work; to determine qualifications of faculty members; to renew or not renew the appointment of a faculty member; to determine the number of faculty members employed pursuant to tenure track appointments; to determine the procedures for the selection of a faculty member for employment pursuant to a tenure track appointment; to establish, modify and enforce policies, rules, regulations, procedures, and standards not in conflict with an express provision of this Agreement; and, in all other respects, to plan, manage, evaluate, administer, govern, control, and direct Montgomery College, its operations and personnel.

Section 2.2 - Exercise of Management Prerogatives. Management shall establish, in consultation with faculty members, governance and other procedures which will enable faculty members to advise Management in: the evaluation and selection of applicants for employment; the evaluation of faculty members for purposes of salary increases, promotion, renewal, or nonrenewal of the appointment of faculty members; the selection of a faculty member for employment pursuant to a tenure track appointment; the initiation, design, development, and modification of courses and programs to be offered by Montgomery College; the determination of course, program and curriculum content and objectives; the determination of grading standards and procedures; and the determination of the academic calendar;

provided that Management and the Chapter agree that such procedures are not subject to the collective bargaining process; and provided further that Management, in not exercising any function hereby reserved to it pursuant to Section 2.1, or in exercising any such function in a particular way (including the exercise of such function through the procedures established pursuant to this Section 2.2), shall not be deemed to have waived its right to exercise such function or preclude Management from exercising the same in some other way.

ARTICLE 3 - GRIEVANCE PROCEDURE

Section 3.1 - Standard Procedure.

(A) Definition of Grievance. A "grievance" is an allegation by a faculty member that Management has violated an express provision of this Agreement. An allegation that a faculty member has been recommended for discharge or has been discharged shall not be a grievance within the meaning of this Article 3.

(B) Procedures. If a grievance cannot be resolved through informal discussion, it shall be processed as follows:

Step 1. Within ten (10) calendar days after the event giving rise to the grievance or after the faculty member reasonably should have known of the event giving rise to the grievance, the aggrieved faculty member may submit a written grievance to the faculty member's immediate supervisor with a

copy to the Director of Employee Relations. The immediate supervisor shall schedule a meeting with the faculty member to be held within ten (10) calendar days after receipt of the written grievance. The immediate supervisor shall submit a written answer to the aggrieved faculty member within ten (10) calendar days after such meeting.

Step 2. In the event the grievance is not satisfactorily adjusted at Step 1, the aggrieved faculty member, within ten (10) calendar days after receipt of the Step 1 answer, may submit a written appeal of the Step 1 answer to the campus chancellor or his designee, with a copy to the Director of Employee Relations. The campus chancellor or his designee shall schedule a meeting with the aggrieved faculty member to be held not later than fourteen (14) calendar days after receipt of the Step 2 appeal. The campus chancellor or his designee shall submit a written answer to the aggrieved faculty member within fourteen (14) calendar days after the Step 2 meeting.

Step 3. In the event the grievance is not satisfactorily adjusted at Step 2, the aggrieved faculty member, within ten (10) calendar days after receipt of the Step 2 answer, may submit a written grievance appeal to the Academic Vice President or his designee, with a copy to the Director of Employee Relations. The Academic Vice President or his designee shall schedule a meeting with the aggrieved faculty member to be held not later than fourteen (14) calendar days

after receipt of the Step 3 appeal. The Academic Vice President or his designee shall submit a written answer to the aggrieved faculty member as soon as practicable after such meeting. The written answer of the Academic Vice President or his designee shall constitute the final and binding resolution of the grievance.

(C) Written Presentation. All grievances presented at Steps 1 through 3 of this Section 3.1 shall be in writing on a form to be provided by Management, signed by the aggrieved faculty member, and set forth the specific provisions of the Agreement alleged to have been violated and the specific relief sought by the aggrieved faculty member, or the grievance shall be deemed to have been waived.

(D) Chapter Representation. A faculty member may be represented at the meetings held pursuant to Steps 1 through 3 of the procedure set forth in this Section 3.1 by a representative designated by the Chapter provided that such representative is a faculty member. When Management submits to the aggrieved faculty member its written answer at Step 1, 2 or 3 of this Section 3.1, it shall simultaneously send to the Chapter a copy of such answer together with a copy of the grievance or grievance appeal filed at such step.

Section 3.2 - Option for Evidentiary Hearing.

(A) Election of Evidentiary Hearing. In lieu of the submission of a written grievance appeal to the Academic Vice President, as provided in Step 3 of Section 3.1 of this

Article, the Chapter, with the concurrence of the aggrieved faculty member, may elect an evidentiary hearing with respect to the grievance by submitting to the Academic Vice President, within ten (10) calendar days after receipt of the answer at Step 2 of Section 3.1 of this Article, a written request for such hearing, signed by both the aggrieved faculty member and the Chapter President.

(B) Appointment of Hearing Officer. If the Chapter, in accord with the procedures set forth in Subsection (A) of this Section 3.2, submits a written request that the matter be the subject of an evidentiary hearing, the Academic Vice President shall, within ten (10) calendar days after receipt of the written request, appoint an administrator who has no prior knowledge of the facts giving rise to the recommendation to serve as hearing officer.

(C) Conduct of Hearing. The hearing before the hearing officer shall be public unless the Chapter and Managment mutually agree otherwise. The Chapter shall represent the aggrieved faculty member at the hearing. The Chapter and Managment shall be entitled to examine and cross-examine witnesses and to present documentary evidence. A verbatim record of the hearing shall be made.

(D) Hearing Officer's Jurisdiction. The jurisdiction and authority of the hearing officer shall be confined exclusively to conducting a transcribed evidentiary hearing and to making findings of fact. The factual findings of the hearing officer,

together with the complete record of the proceedings before the hearing officer (including a typewritten transcript of the hearing) shall be submitted to the Chapter and the Academic Vice President. The hearing officer's findings of fact shall be advisory only. Within thirty (30) calendar days after receipt of the hearing officer's advisory findings of fact, either party may submit to the Academic Vice President a written brief setting forth its position on the matter.

(E) Expenses of Hearing. Management and the Chapter shall each bear its own costs in the presentation of the matter at the hearing. The cost of the typewritten transcript of the hearing shall be shared equally by Management and the Chapter.

(F) Decision of Academic Vice President. Upon receipt of the hearing officer's advisory findings of fact, the record of the proceedings before the hearing officer, and any brief(s) which are timely submitted, the Academic Vice President shall review the matter and issue a written decision which shall include findings of fact and his decision with respect to the grievance. The decision of the Academic Vice President shall be final and binding on Management, the aggrieved faculty member, and the Chapter. The Academic Vice President shall not consider any evidence not presented in the proceedings before the hearing officer.

Section 3.3 - Time Limitations. The time limits set forth in this Article are essential to this Agreement. Said time limits may be extended only by mutual written agreement of Management

and the Chapter or the aggrieved faculty member. If the aggrieved faculty member or the Chapter fails to comply with the time limits set forth in this Article, the grievance shall be deemed to have been waived. If Management fails to comply with any time limits set forth in this Article, the grievance shall automatically proceed to the next step.

Section 3.4 - Method of Delivery. For purposes of this Article, a grievance, appeal, request for evidentiary hearing, or brief is "submitted" only if it is delivered by hand to the office of the proper Management representative as set forth in Steps 1 through 3 of Section 3.1, or as set forth in Section 3.2, or mailed to that person by certified mail, return receipt requested, through the United States Postal Service.

ARTICLE 4 - FACULTY APPOINTMENTS

Section 4.1 - Types of Appointments. Faculty members shall be employed pursuant to either a term appointment or a tenure track appointment.

Section 4.2 - Term Appointments. A faculty member employed pursuant to a term appointment shall be given a written notice of appointment for a specific term of one (1), three (3), or five (5) academic years. At the time of initial employment, a faculty member shall be appointed for a term of not less than one (1) academic year. A faculty member may not be appointed for more than three (3) terms of one (1) academic year, nor for more than two (2) terms of three (3) academic years. A faculty

member appointed for a term of one (1) academic year shall receive written notice of reappointment or non-reappointment not later than March 1 of that academic year. A faculty member appointed for a term of three (3) academic years shall receive written notice of reappointment or non-reappointment not later than December 15 of the academic year at the end of which the faculty member's appointment expires. A faculty member appointed for a term of five (5) academic years shall receive written notice of reappointment or non-reappointment not later than May 30 of the fiscal year preceding the academic year at the end of which the faculty member's appointment expires. Unless the faculty member receives notice of non-reappointment by the date specified in this Section 4.2, the faculty member's employment shall terminate, without recourse, at the end of the academic year succeeding the academic year in which the faculty member should have received notice of appointment or non-reappointment. If the faculty member receives notice of non-reappointment, the faculty member's employment shall terminate, without recourse, at the conclusion of the academic year in which the faculty member's appointment expires.

Section 4.3 - Tenure Track Appointments. A faculty member employed pursuant to a tenure track appointment shall serve a probationary period of seven (7) consecutive full academic years, during which time Management may terminate his employment at the end of any academic year, without recourse by the faculty member. The probationary period of a faculty member

appointed to a tenure track appointment who has previously been employed by Montgomery College pursuant to one (1) or more term appointments may be reduced by the number of continuous full academic years of such prior service; provided that the probationary period shall never be reduced by more than four (4) years. A faculty member employed pursuant to a tenure track appointment who is in the first full academic year of the probationary period shall be notified by Management of its determination to terminate the faculty member's appointment not later than March 1 of the academic year at the end of which the appointment will be terminated. A faculty member employed pursuant to a tenure track appointment who has completed more than one (1) full academic year but less than three (3) consecutive full academic years of the probationary period shall be notified by Management of its determination to terminate the faculty member's appointment not later than December 15 of the academic year at the end of which the appointment will be terminated. A faculty member employed pursuant to a tenure track appointment who has completed three (3) or more full consecutive academic years but less than seven (7) full consecutive academic years shall be notified by Management of its determination to terminate the faculty member's appointment not later than May 30 of the fiscal year preceding the academic year at the end of which the appointment will be terminated. Faculty members holding tenure track appointments shall be evaluated for the grant of tenure during the seventh (7th)

academic year of the probationary period. Not later than the end of the academic year, the faculty member will be notified, in writing, that he will be granted tenure at the commencement of his eighth (8th) full consecutive academic year of employment or will be appointed to a final one (1) year term appointment, expiring at the conclusion of that academic year.

Section 4.4 - Procedure for Discharges for Just Cause.

(A) Scope. This Section 4.4 shall be applicable only to the discharge of a faculty member who has attained tenure, the termination of employment of a faculty member in the probationary period of a tenure track appointment prior to the expiration of an academic year, or to the termination of employment of a faculty member employed pursuant to a term appointment prior to the expiration of the appointment. It shall not be applicable to faculty members who are laid off, to faculty members whose employment is terminated pursuant to Section 4.2 or 4.3 of this Article, or to any other termination of employment.

(B) Informal Notice and Meeting. Prior to the initiation of the formal procedures set forth in paragraphs (C) through (I) of this Section 4.4, there shall be an informal, confidential discussion between the affected faculty member and an appropriate administrative official in an attempt to resolve the matter.

(C) Formal Notice. In the event that no satisfactory resolution is reached pursuant to the procedures set forth in

subsection (B) of this Section 4.4, the Director of Personnel may submit, to the Academic Vice President, a written recommendation that the faculty member be discharged. Such recommendation shall specify the reasons for the proposed discharge and a copy shall be forwarded to the affected faculty member.

(D) Evidentiary Hearing. Within ten (10) calendar days after receipt of the recommendation, the affected faculty member may deliver to the Academic Vice President a written request that the matter be the subject of an evidentiary hearing. If the affected faculty member fails to so request an evidentiary hearing, the faculty member's right to a hearing concerning the recommendation to discharge shall be waived and the Academic Vice President shall act on the recommendation.

(E) Appointment of Hearing Officer. If the faculty member, in accord with the procedures set forth in Subsection (D) of this Section 4.4, submits a written request that the matter be the subject of an evidentiary hearing, the Academic Vice President shall, within ten (10) calendar days after receipt of the written request, appoint an administrator who has no prior knowledge of the facts giving rise to the recommendation to serve as hearing officer.

(F) Conduct of Hearing. The hearing before the hearing officer shall be public unless the faculty member and Management mutually agree otherwise. The faculty member will be entitled to have an academic advisor and counsel of his choice

present at the hearing; provided that only one (1) person shall formally enter an appearance and be entitled to participate on the faculty member's behalf. The faculty member and Management shall be entitled to examine and cross-examine witnesses and to present documentary evidence. A verbatim record of the hearing shall be made.

(G) Hearing Officer's Jurisdiction. The jurisdiction and authority of the hearing officer shall be confined exclusively to conducting a transcribed evidentiary hearing and to making findings of fact. The factual findings of the hearing officer, together with the complete record of the proceedings before the hearing officer (including a typewritten transcript of the hearing) shall be submitted to the affected faculty member and the Academic Vice President. The hearing officer's findings of fact shall be advisory only. Within thirty (30) days after receipt of the hearing officer's advisory findings of fact, either party may submit to the Academic Vice President a written brief setting forth its position on the matter.

(H) Expenses of Hearing. Management and the affected faculty member shall bear their own costs in the presentation of the matter at the hearing. The cost of the typewritten transcript of the hearing shall be shared equally by Management and the affected faculty member.

(I) Decision of Academic Vice President. Upon receipt of the hearing officer's advisory findings of fact, the record of the proceedings before the hearing officer, and any brief(s)

which are timely submitted, the Academic Vice President shall review the matter and issue a written decision which shall include findings of fact and a determination as to whether there was just cause for discharge. The decision of the Academic Vice President shall be final and binding on Management and the affected faculty member. The Academic Vice President shall not consider any evidence not presented in the proceedings before the hearing officer.

Section 4.5 - Reduction in Force.

(A) Notice to Chapter. At least forty-five (45) days prior to the time the President of Montgomery College officially recommends the layoff of faculty members, the Chapter shall be notified of such contemplated recommendation. At the request of the Chapter, the President or his designees shall meet with the Chapter, at reasonable times, to discuss such recommendation, and the reason(s) therefor.

(B) Notice Regarding Affected Faculty Members. Not later than thirty (30) days after the the layoff of faculty members is approved, Management shall notify the Chapter of the names of the faculty members who will be laid off and the effective date of such layoff, and shall notify each affected faculty member of the effective date of his or her layoff. A faculty member who has attained tenure shall be entitled to twelve (12) months notice prior to layoff.

(C) Order of Layoff. For the purposes of this section, tenured faculty members shall be referred to as Group I;

faculty members employed pursuant to tenure track appointments who are in their probationary period shall be referred to as Group II; and faculty members employed pursuant to term appointments shall be referred to as Group III. Faculty members shall not be laid off if Montgomery College can provide the courses and services Management determines are to be offered by retaining faculty members and laying off part-time personnel. Groups I and II faculty members shall not be laid off if Montgomery College can provide the courses and services Management determines are to be offered by retaining such faculty members and laying off Group III faculty members or part-time personnel. Group I faculty members shall not be laid off if Montgomery College can provide the courses and services Management determines are to be offered by retaining such faculty members and laying off Group II or III faculty members or part-time personnel. Within Group I, II, or III, faculty members shall be laid off in inverse order of qualifications; provided that, if two (2) or more faculty members are equally qualified, the least senior faculty member shall be laid off. In lieu of layoff, Management shall assign faculty members to vacant positions which Management intends to fill, if the faculty member is qualified to fill such position. In determining whether a faculty member is qualified to teach a course or perform a service which Management determines is to

be offered, the faculty member must meet the minimum qualifications, in effect at the time of lay-off, for initial appointment to perform such functions.

(D) Recall. In the event of a restoration of the complement of faculty members, Management shall, in inverse order of layoff, offer vacant positions to faculty members who meet the minimum qualifications for such vacant position and who have been on layoff for a period of three (3) years or less. Laid off faculty members must notify Management within thirty (30) days of receiving a recall notice that they accept the offer of employment.

ARTICLE 5 - WORK LOAD

Section 5.1 - Professional Responsibilities.

(A) Teaching Faculty. In addition to posting and maintaining three (3) office hours per week for student consultation on days approved by Management, and otherwise being available for student consultation, and performing such other professional duties as Management may require, members of the teaching faculty (faculty members other than those assigned by Management as counselors, librarians and learning resources faculty) shall be assigned a work load consisting of a standard minimum of thirty (30) equivalent semester hours per academic year determined in accord with the provisions of this Article; provided that, a work load in excess of thirty-two (32) equivalent semester hours per academic year or eighteen (18) equivalent semester hours per academic semester may be assigned by

Management only with the consent of the faculty member. No faculty member may teach in excess of thirty-six (36) equivalent semester hours per academic year. Faculty members assigned a work load in excess of thirty (30) equivalent semester hours in an academic year shall be compensated for each equivalent semester hour in excess of thirty (30) in accord with the schedule attached hereto as Appendix I. The regular schedule for a member of the teaching faculty will not require that the faculty member teach or schedule office hours on more than five (5) calendar days in any calendar week.

(B) Counselors, Librarians and Learning Resources Faculty. Counselors, librarians and learning resources faculty shall be responsible for a forty (40) hour week during the academic year, during which time they shall perform such professional duties as Management may assign or approve. The regular schedule for counselors, librarians and learning resources faculty will not require that a faculty member be on campus on more than five (5) calendar days in a calendar week. The duty days assigned to counselors, librarians and learning resources faculty during an academic year shall be equal in number to the duty days assigned to members of the teaching faculty for that academic year; provided that the dates of such duty days shall be assigned on an individual basis.

Section 5.2 - Equivalent Semester Hours for Lecture and Non-lecture Components.

(A) Scope. This Section 5.2 shall not be applicable to any form of instructional activity not currently utilized at Montgomery College, to community service courses, to courses taught via television, to any course component designated by Management as a practicum, tutorial, independent study, clinic/field experience, or ensemble, to applied music, nor to activities covered under Section 5.3.

(B) Definitions. For the purposes of this Article 5, the following definitions shall be applicable.

(1) Semester Hour of Credit. A "semester hour of credit" is the unit of measure of academic credit assigned by Management or a corresponding value assigned by Management for a course for which no academic credit is awarded.

(2) Course Components. A "course component" is an instructional activity designated by Management as either a lecture or non-lecture. Course components designated as a lecture must generate one (1) semester hour of credit for each "lecture standard" taught.

(3) Lecture Standard. The "lecture standard" is the minimum number of minutes of instructional activity for "actual class meeting(s)" required by the Maryland State Board for Higher Education for the award of one (1) semester hour of credit.

(4) Non-Lecture Standard. The "non-lecture standard" is the minimum number of minutes of instructional activity for a "supervised laboratory or studio" required by the Maryland State Board of Higher Education for the award of one (1) semester hour of credit.

(C) Calculation of Equivalent Semester Hours. For purposes of Section 5.1(A) of this Article, an "equivalent semester hour" is the unit of measure of a faculty member's work load. Except for courses set forth in Appendix II of this Agreement, the number of equivalent semester hours for a course component designated as a lecture is the integer portion of the quotient obtained by dividing the total minutes of scheduled instructional activity (excluding final exams) for such course component by the lecture standard. The number of equivalent semester hours for a course component designated as a non-lecture is .75 times the integer portion of the quotient obtained by dividing the total minutes of scheduled instructional activity (excluding final exams) for such course component by one-half (1/2) the non-lecture standard. The number of equivalent semester hours for a course set forth in Appendix II shall be equal to the semester hours of credit assigned to such course, or a corresponding value assigned by Management for a course for which no academic credit is awarded; provided that, during the 1982-1983 academic year

only, the number of equivalent semester hours for any such course shall not be less nor more than the number of equivalent semester hours established for that course during the 1981-1982 academic year.

Section 5.3 - Equivalent Semester Hours for Other Activities.

(A) Special Centers. Faculty members assigned to a Mathematics Center, Writing Center, or Speech and Diction Center shall receive one (1) equivalent semester hour for each thirty (30) clock hours of such assigned duties.

(B) Other Assigned Activities. Where, under this Agreement, faculty members perform activities assigned by Management, not otherwise set forth in this Article, which Management determines are to be measured in terms of equivalent semester hours for purposes of Section 5.1(A) of this Article, one (1) equivalent semester hour shall be equal to fifty (50) clock hours of such assigned activities. Not more than fifty percent (50%) of the equivalent semester hours attributable to coaching activities, up to a maximum of four (4) equivalent semester hours per academic year, shall be recognized for the purpose of fulfilling the thirty (30) equivalent semester hour standard minimum work load specified in Section 5.1(A) of this Article.

ARTICLE 6 - LEAVES OF ABSENCE

Section 6.1 - Payment and Leave for Sickness or Disability.

(A) Purpose and Use of Leave.

(1) Personal Illness or Disability. A faculty member unable to work on account of sickness or accident disability shall be entitled to leave with pay in accord with the provisions of this Article. During the period of such leave, a faculty member shall be remunerated in the amount the faculty member would have received had the faculty member worked. For purposes of this paragraph, "sickness or accident disability" shall mean personal injury, illness, disability or quarantine.

(2) Other. A faculty member unable to work because of medical, dental or optical examination or treatment; or because the faculty member is required to care for an ill or injured member of the faculty member's immediate family shall be entitled to leave with pay in accord with the provisions of this Article. For purposes of this paragraph, "immediate family" shall mean spouse, child, sibling, parent, current parent-in-law, grandparent, grandchild, or anyone who has regularly lived in the faculty member's household.

(3) Restrictions on Use. A faculty member shall not be entitled to payment or leave under this subsection (A) for any day outside the academic year, nor for any day for which the faculty member receives compensation under the Workmen's Compensation law of Maryland.

(B) Accrual of Leave. A faculty member shall accrue leave for purposes of subsection (A) of this Section at the rate of one (1) day per calendar month, August through May.

(C) Accumulation of Sick Leave. A faculty member's unused sick leave shall accumulate and carry over from one academic year to the succeeding academic year without limit. For purposes of this subsection (C), faculty members with less than four (4) years service with Montgomery College as of May 21, 1982, who are employed pursuant to a term appointment effective August 23, 1982, shall be permitted to carry over a maximum of ten (10) days unused sick leave into the fiscal 1983 academic year. Faculty members with four (4) or more years service with Montgomery College as of May 21, 1982, who are employed pursuant to a term appointment effective August 23, 1982, shall be permitted to carry over a maximum of twenty (20) days unused sick leave into the fiscal 1983 academic year. At the time of termination of employment a faculty member who has served five (5) or more years immediately preceding such termination, shall be paid for twenty-five percent (25%) of not more than one hundred eighty (180) days of unused sick leave computed on the basis of salary at termination; provided that faculty members who, as of May 21, 1982, have accumulated in excess of one hundred eighty (180) days of unused sick leave, shall be paid at the time of termination for twenty-five percent (25%) of the unused sick leave accumulated by such faculty member as of May 21, 1982 or the date of termination, whichever is less.

(D) Crediting Leave. At the commencement of each academic year, a faculty member's leave balance under this Section 6.1 shall be credited with the ten (10) days of leave the faculty member would be entitled to accrue during that academic year; provided that, if, for any reason, a faculty member's employment relationship with Montgomery College is terminated at a time when the faculty member has utilized more leave under subsection (A) of this Section than the faculty member has actually accrued pursuant to the formula set forth in subsection (B) of this Section, the value of such excess leave used may be deducted by Management from the faculty member's final pay.

(E) Non-Academic Year Leave. A faculty member assigned to duties to be performed between the close of one academic year and the commencement of the next academic year shall be entitled to leave under this Section to be used and paid for in accordance with subsection (A) of this Section. Except for counselors, librarians and learning resources faculty, leave shall be credited under this subsection (E) at the rate of one (1) day for the assignment of three (3) but less than six (6) and two (2) days for assignment of six (6) or more equivalent semester hours. For counselors, librarians and learning resources faculty, leave shall be credited under this subsection (E) at the rate of one (1) day for assignment of at

least fifteen (15) days and two (2) days for assignment of thirty (30) or more days. Leave under this subsection (E) will be accumulated and carried forward into the academic year.

(F) Notice of Use of Leave. A faculty member will notify or cause to be notified the person designated by the Chancellor of an absence chargeable to leave under this Section 6.1 prior to the time the faculty member is to report for the assigned duty for which the faculty member intends to use leave under this Section 6.1. If it is impossible to give such notice prior to reporting, such notice shall be given as soon as possible.

Section 6.2 - Court Attendance Leave. A faculty member subpoenaed as a witness in a civil or criminal case, other than a case in which the faculty member is a defendant, or a faculty member ordered to appear for jury duty shall be entitled to leave with pay for the time required to comply with such subpoena or order. Application for leave under this Section 6.2 shall be submitted in writing to the campus Chancellor as soon as the faculty member is served with a subpoena or order to report for jury duty.

Section 6.3 - Military Leave. A faculty member required by State or federal law to report during the academic year for training or service as a member of the National Guard or the United States Armed Forces Reserve shall be entitled to leave with pay for such purposes for a period not to exceed fifteen

(15) days per Montgomery College academic year. Application for such leave shall be submitted in writing to the campus Chancellor as soon as the faculty member receives notice to report for such service or training. Management may request the appropriate branch of government to alter the faculty member's military orders.

Section 6.4 - Bereavement Leave. A faculty member shall be entitled to leave with pay for a maximum of three (3) days in the case of death in the immediate family; namely, spouse, child, sibling, parent, current parent-in-law, grandchild, or grandparent, provided such leave is taken during the period between the date of death and the conclusion of the mourning period, both inclusive. If requested by the faculty member, an additional period of bereavement leave, not to exceed three (3) days, may be taken and deducted from the faculty member's accumulated leave under subsection (C) of Section 6.1.

Section 6.5 - Professional Meeting Leave. A faculty member may be granted leave with or without pay for the purpose of attending off-campus professional meetings. If any such leave is approved, the faculty member may also be reimbursed, in whole or in part, for travel expenses incurred in attending such meeting. Application for such leave shall be submitted in writing to the campus Chancellor or designee at least ten (10) days prior to the use of such leave.

Section 6.6 - Sabbatical Leave. Sabbatical leave for the purpose of academic study or for other activity leading to professional growth of value to Montgomery College, may be granted to a faculty member who has completed fourteen (14) full academic semesters during which the faculty member has not been granted previous sabbatical leave. Sabbatical leave shall be either with full pay for one (1) full academic semester or at one-half (1/2) pay for two (2) consecutive academic semesters. An application for sabbatical leave, which shall include a statement of the objectives to be accomplished during the leave, shall be submitted, in writing, to the Academic Vice President, or his designee, not later than December 15 of the academic year immediately preceding the academic year in which the faculty member intends to commence such leave. A faculty member granted sabbatical leave shall, upon the expiration of such leave, return to the employ of Montgomery College for the next succeeding four (4) full academic semesters, unless otherwise notified by Management. Within sixty (60) days after the beginning of the academic semester following the expiration of such leave, the faculty member shall submit a written report satisfactory to Management, establishing the successful completion of the objectives set forth in the sabbatical leave application, or the reason, if any, that the objectives were not met. No such written report will be rejected by Management for a reason that is arbitrary or capricious. However, if the written report is rejected by Management, or if the faculty

member does not return from leave for the period required, then the faculty member shall reimburse Montgomery College for all monies paid to the faculty member, or on the faculty member's behalf, during the period of sabbatical leave.

Section 6.7 - Extended Leave Without Pay. A faculty member who has completed four or more years of service may be granted leave without pay for a period not to exceed two (2) consecutive academic semesters for the purpose of educational travel, professional study or improvement, exchange or overseas teaching, political activities, family illness, child care, major religious holidays, emergency or special personal obligations which the faculty member is unable to fulfill without missing classroom or other responsibilities to Montgomery College, or such other purposes as may be deemed by Management to be in Montgomery College's interest. A faculty member who is granted such leave shall, during the period of such leave, be responsible for paying all monies necessary to maintain the faculty member's participation in the Montgomery College Group Insurance Package and any retirement plan in which the faculty member participates.

Section 6.8 - Personal Leave. A faculty member unable to work because of the observance of major religious holidays, or emergency or special personal obligations which the faculty member is unable to fulfill without missing classroom or other responsibilities to Montgomery College may be granted leave

with pay up to a maximum of three (3) days per academic year. Application for such leave must be submitted to the campus Chancellor at least ten (10) days prior to the intended use of such leave, unless such leave is used for an emergency which does not permit ten (10) days' notice. Such application shall be denied only for reasons of being excessive in duration, or on the grounds that such absence would unacceptably impair the academic program of Montgomery College. Nothing contained in this Section 6.8 shall be construed as prohibiting the grants of additional leaves of absence, with or without pay, as Management deems appropriate.

Section 6.9 - Short-Term Disability Benefits.

(A) Eligibility. A faculty member who has completed at least two (2) full academic semesters with Montgomery College, who is completely unable to work on account of sickness or accident disability, and who, except in the case of a sickness or accident disability compensable under the Workmen's Compensation law, has exhausted all credited leave as well as an additional ten (10) days of leave under Section 6.1 of this Article (which additional ten (10) days Management shall advance), shall be entitled to leave for the first twelve (12) calendar months the faculty member is unable to work because of such sickness or accident disability and shall be paid for the duration of such leave in accord with the provisions of subsection (B) of this Section. Notwithstanding the foregoing,

disability benefits under this Section 6.9 shall not be available for illness or accident disability resulting from or contributed to by war or any act of war, whether declared or undeclared; intentionally self-inflicted injury; injury sustained in the commission of or having participated in committing a felony. Eligibility for disability benefits will automatically cease upon the date the faculty member returns to active duty with Montgomery College; the faculty member's seventieth (70th) birthday; the date upon which the faculty member retires under Montgomery College retirement plan; the date on which the faculty member's employment with Montgomery College ceases; or the date on which the faculty member ceases to be under the care of a legally qualified physician; whichever occurs earliest. Leave and pay under this Section shall be available only for such period of time during the academic year the faculty member would have been scheduled to perform assigned responsibilities.

(B) Payment on Account of Sickness or Accident Disability. A faculty member eligible under subsection (A) of this Section for short-term disability benefits shall receive remuneration on account of the sickness or accident disability as follows.

(1) Job Related Disability. Faculty members whose sickness or accident disability is compensable under the Workmen's Compensation law shall be remunerated on account of such sickness or accident disability in an amount equal to one

hundred percent (100%) of the salary the faculty member would have been paid had the faculty member worked.

(2) Other Disability. Where the sickness or accident disability is not compensable under the Workmen's Compensation law, a faculty member shall be remunerated on account of such sickness or accident disability in an amount equal to a percentage of the faculty member's salary had the faculty member worked in accordance with the following schedule:

Length of Continuous Service	Percentage of Salary
2 full academic semesters but less than 3 years	50%
3 years but less than 10 years	60%
10 years or more	80%

(3) Reduction of Montgomery College Expenditure. If the faculty member qualifies for Workmen's Compensation, Social Security or other disability compensation plans to which Montgomery College contributes on account of the sickness or accident disability for which the faculty member qualifies for benefits under this Section, the amount of remuneration set forth in paragraph 1 or 2 of this subsection (B) shall be reduced by the actual dollar amount of compensation received from such other plans. If, during the period of such sickness or accident disability, the faculty member engages in any work for wage or profit, the remuneration set forth in paragraph 1

or 2 of this subsection (B) shall be reduced by eighty percent (80%) of the amount of such wage or profit during the time period in question.

(C) Proof of Disability. Upon request of Management, a faculty member claiming disability benefits under this Section shall submit to an examination by a qualified physician designated by Management. If the physician designated by Management is of the opinion that the faculty member is not completely disabled from engaging in some or all of the faculty member's responsibilities to Montgomery College, the faculty member shall be required to perform such duties as the physician designated by Management determines appropriate, unless the faculty member's personal physician disagrees with the opinion of the physician designated by Management; in which event, the physician designated by Management and the faculty member's personal physician shall select a third physician to examine the faculty member at Management's expense. The majority opinion of the three physicians shall prevail.

(D) No Extension of Disability Benefits Program. Disability benefits under this Section shall not extend for a period in excess of twelve (12) months. In the event a faculty member returns to work prior to the expiration of such twelve (12) month period and subsequently is unable to continue to work because of the original sickness or accident disability, the faculty member shall be entitled to receive benefits, in

accord with the provisions of this Section, for the unused balance of the original twelve (12) months if the faculty member otherwise qualifies under this Section.

(E) Leave and Continuous Service Credit. A faculty member shall not accrue sick leave during the period the faculty member is receiving disability benefits nor shall the period of time the faculty member is on disability leave be counted towards satisfaction of the required probationary period.

(F) Application for Disability Benefits. Application for disability benefits shall be submitted, on a form to be provided by Management, to the Director of Personnel. The application shall include the written opinion of a legally qualified physician as to the nature and extent of the sickness or accident disability, the effective date of such disability, the anticipated duration of such disability, and a clear statement that the faculty member is unable to perform any of the faculty member's assigned responsibilities because of such sickness or accident disability. The Director of Personnel shall establish the effective date of disability based on the form so submitted. A faculty member whose application for benefits under this Section is denied by the Director of Personnel may appeal to the Administrative Vice-President.

Section 6.10 - Leave Reporting. Faculty members shall be required to report, for each pay period, on a form to be provided by Management and signed by the faculty member, days of leave taken.

ARTICLE 7 - CHAPTER RIGHTS

Section 7.1 - Deduction of Dues.

(A) Payroll Deduction Authorization. Upon receipt of a dues deduction authorization in the form set forth in Subsection (B) of this Section 7.1, voluntarily executed by the faculty member and submitted to the Director of Employee Relations, Management shall deduct, out of the current salary payable to each faculty member during the academic year, one twentieth (1/20th) of the total annual dues of the Chapter, and promptly remit such dues to the Treasurer of the Chapter. The Chapter Treasurer shall give written notice to the Director of Employee Relations of the amount of annual dues payable by each faculty member who executes a dues deduction authorization. Upon receipt from a faculty member of written notice revoking the dues deduction authorization, Management shall cease its deduction of Chapter dues after the final pay period of the academic year in which such written revocation is received.

(B) Form of Dues Deduction Authorization. Management shall honor only those dues deduction authorizations which are submitted in the following form:

> Authorization for Dues Deduction
>
> I, the undersigned, authorize Montgomery College to deduct from salary payable to me and to remit to the Montgomery College Chapter of the American Association of University Professors ("Chapter") during the

academic year, the annual dues established by the Chapter. This authorization may be revoked by me at any time by serving written notice of revocation upon the Director of Employee Relations of Montgomery College; provided that such revocation shall not become effective until after the final pay period of the academic year in which it is submitted.

Name _____ Social Security #_____

Signature _____ Date _____

(C) Indemnification. The Chapter shall indemnify and save Montgomery College harmless from any and all claims, grievances, arbitrations, awards, actions, suits, judgments, attachments, forms of liability or damages that arise out of or by reason of any action taken by Management in compliance with any of the provisions of this Section 7.1, and the Chapter assumes full responsibility for the disposition of monies deducted under this Section 7.1 as soon as they have been remitted by Management to the Treasurer of the Chapter.

Section 7.2 - Meeting Space, Food Services and Campus Mails. Montgomery College meeting space, food services and the intra-College mail system shall be made available to the Chapter in accord with the procedures established by Management for Montgomery College organizations.

Section 7.3 - Bulletin Boards. With the prior approval of the Director of Employee Relations, the Chapter shall be permitted

jurisdiction, whatever remedies are available to it. In addition, any faculty member engaging in activity in violation of Section 10.1 of this Article shall be subject to discharge.

Section 10.3 - No Lockouts. Management shall not lock out faculty members.

ARTICLE 11 - SCOPE OF AGREEMENT

Section 11.1 - Duration.

(A) Effective Dates. Except for Articles 3, 5 and 6, which shall become effective August 23, 1982, this Agreement shall become effective as of June 1, 1982 and shall continue in full force and effect through midnight of the day prior to the first day of the fiscal 1986 adademic year. Thereafter, it shall automatically renew itself and continue in full force and effect from year to year unless written notice of election to terminate or modify any provision of this Agreement is given by either party to the other not later than September 1, 1984 or September 1 of any succeeding year.

(B) Reopeners. Notwithstanding the provisions of Section 11.1(A) of this Agreement, either Management or the Chapter may reopen Article 8 of this Agreement for the purpose of negotiating salaries to become effective on the first day of the fiscal 1984 academic year and the first day of the fiscal 1985 academic year, by serving written notice of intent to do so upon the other party not later than September 1, 1982 and September 1, 1983, respectively.

Section 11.2 - Severability. If any term or provision of this Agreement is at any time during the life of this Agreement in conflict with any law, such term or provision shall continue in effect only to the extent permitted by such law. If any term or provision of this Agreement is or becomes invalid or unenforceable, such invalidity or unenforceability shall not affect or impair any other term or provision of this Agreement.

Section 11.3 - Scope of Agreement. Management and the Chapter acknowledge and agree that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter as to which the Act imposes an obligation to bargain, and that all understandings and agreements arrived at between Management and the Chapter after the exercise of that right and opportunity are set forth in this Agreement. This Agreement expressly supersedes any practices or understandings previously established; any policies, procedures, and regulations previously issued; and any agreements, including individual contracts, previously executed. This Agreement, thus, contains the entire understanding, undertaking, and agreement of the parties hereto and finally determines and settles all matters of collective bargaining for and during its term. Changes in this Agreement, whether by addition, waivers,

deletions, amendments or modification, must be mutually agreed upon in writing and signed by both parties.

In witness whereof the parties have executed this Agreement this _____ day of May, 1982.

BOARD OF TRUSTEES OF MONTGOMERY COMMUNITY COLLEGE	MONTGOMERY COLLEGE CHAPTER OF THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS
_____	_____

APPENDIX I

Consecutive Years of Service	Salary Per ESH
4 years or less	$310
more than 4 years, but less than 6 years	$340
6 years, but less than 8 years	$370
8 years or more	$400

0763F

APPENDIX II

Course No.	Course No.	Course No.	Course No.
AR 101	EM 103	MH 112	VT 101
AR 102	EM 104	MH 213	VT 116
AR 103	EM 115		VT 118
AR 104	EM 116	MU 106	VT 121
AR 121	EM 201	MU 107	VT 124
AR 122	EM 202	MU 108	VT 127
AR 124	EM 212	MU 120	VT 130
AR 201	EM 215	MU 122	VT 133
AR 202		MU 204	VT 134
AR 221	EN 001	MU 205	VT 224
AR 222	EN 002	MU 206	VT 233
AR 223	EN 100	MU 207	VT 234
AR 224		MU 208	VT 235
AR 225	ET 122		VT 237
AR 227	ET 223	PC 101	VT 240
AR 229	ET 224	PC 102	VT 241
AR 280	ET 227		VT 246
AR 281	ET 228	PH 110	VT 270
AR 285		PH 130	VT 271
	FR 101	PH 231	
AS 101	FR 102	PH 232	
AS 110	FR 201		
	FR 202	RC 203	
AT 241			
	GR 101	RD 009	
BI 103	GR 102	RD 010	
BI 215	GR 109		
	GR 110	ST 101	
CH 101	GR 111	ST 102	
CH 102	GR 201	ST 103	
CH 109	GR 202		
CH 120		TY 100	
CH 203	HE 107	TY 101	
CH 204		TY 102	
CH 205	HP 250	TY 125	
	HP 252	TY 231	
CJ 242	HP 255		
	HP 257		
DS 101	HP 258		
DS 104	HP 259		
DS 105	HP 262		
DS 106	HP 264		
DT 206	LA 103		
	LA 104		
EL 098			
EL 099	MG 103		
EL 100			

MONTGOMERY COLLEGE

A two year public community college

ROCKVILLE, MARYLAND 20850 ■ (301) 279-5000

Dr. Donald Day, President
Montgomery College Chapter, American
Association of University Professors

Dear Dr. Day:

This is to confirm certain understandings reached between Montgomery College and the Montgomery College Chapter of the AAUP during the recently concluded negotiations.

First, faculty members presently employed on temporary contracts, whom Management assigns to term appointments effective August 23, 1982, shall be assigned a term depending on years of continuous service in accord with the following schedule:

Years of Continuous Service With Montgomery College	Term Appointment to be Granted Effective August 23, 1982
1 - 1.5	2nd one-year term appointment
2 - 2.5	3rd one-year term appointment
3 - 5.5	1st three-year term appointment
6 - 8.5	2nd three-year term appointment

Second, tenured faculty members and faculty members employed pursuant to tenure track contracts during academic year 1982 will be employed pursuant to tenure and tenure track appointments under the Agreement and in accord with the provisions of the Agreement.

Very truly yours,

Frank J. Tusa
Director of Employee Relations

FJT:swm

to post notices on Montgomery College bulletin boards. Such permission shall not be unreasonably withheld.

Section 7.4 - Bargaining Unit Information. Not later than October 30 of each year, Management shall provide the Chapter with a list of all faculty members indicating date of hire, salary, rank and term of appointment.

Section 7.5 - Personnel Files. Management will maintain one (1) official personnel file for each faculty member to which the faculty member will have access upon reasonable notice.

ARTICLE 8 - SALARIES

Section 8.1 - Academic Year Salary. For purposes of this Article 8, "academic year salary" for faculty members, other than librarians, counselors and learning resources faculty, shall mean the amount of earnings (excluding any one-time payments for "superior" or "excellent" performance) received by a faculty member from Montgomery College for the performance of the standard minimum work load specified in Section 5.1(A) of this Agreement (or its equivalent for academic years prior to the fiscal 1983 academic year). For purposes of this Article 8, "academic year salary" for counselors, librarians and learning resources faculty shall mean the amount of earnings (excluding any one-time payments for "superior" or "excellent" performance) received by a faculty member from Montgomery College for the performance of the work load specified in Section 5.1(B) of

this Agreement (or its equivalent for academic years prior to the fiscal 1983 academic year).

Section 8.2 - Fiscal 1982 Academic Year.

(A) Faculty Member Ineligible for Merit Adjustment. Except for those faculty members described in paragraphs (B) and (C) of this Section 8.2, a faculty member's academic year salary for fiscal 1982 shall be one hundred seven and one-half percent (107.5%) of the faculty member's academic year salary for fiscal 1981.

(B) Faculty Member Eligible for Merit Adjustment. If, for the fiscal 1981 academic year, a faculty member did not receive the maximum salary specified for his grade in Board Resolution #81-90 and if, in the evaluation for the fiscal 1981 academic year, Management approved a rating of "competent" for such faculty member, the faculty member's academic year salary for fiscal 1982 shall be one hundred seven and one-half percent (107.5%) of the faculty member's academic year salary for fiscal 1981, plus eight hundred fifty dollars ($850).

(C) Special Performance Payment. If, in the evaluation for the fiscal 1981 academic year, Management approved a rating of "superior" or "excellent" for a faculty member, such faculty member shall receive, in addition to the fiscal 1982 academic year salary set forth in paragraph (B) of this Section 8.2, a one-time lump sum payment of eight hundred and fifty dollars ($850), which payment shall not be considered part of the academic year salary.

Section 8.3 - Summer Session 1981.

(A) Teaching Faculty. A faculty member who was actively employed by Montgomery College during the period July 1, 1981 through August 23, 1981, whose earnings for such period were based on a rate, per equivalent semester hour taught, determined by dividing the faculty member's fiscal 1981 academic year salary by forty (40), shall receive a payment equal to the difference between (1) the amount such faculty member would have earned for such period had the rate per equivalent semester hour been determined by dividing the faculty member's fiscal 1982 academic year salary by forty (40), and (2) the actual earnings already received by the faculty member for such period.

(B) Counselors, Librarians and Learning Resources Faculty. A faculty member who was actively employed by Montgomery College during the period July 1, 1981 through August 23, 1981, whose earnings for such period were based on a daily rate determined by dividing the faculty member's fiscal 1981 academic year salary by one hundred ninety-five (195), shall receive a payment equal to the difference between: (1) the amount such faculty member would have earned for such period had the daily rate been determined by dividing the faculty member's fiscal 1982 academic year salary by one hundred ninety-five (195); and (2) the actual earnings already received by the faculty member for such period.

Section 8.4 - Fiscal 1983 Academic Year.

(A) Salary Increase. A faculty member's academic year salary for fiscal 1983 shall be one hundred six and six-tenths percent (106.6%) of the faculty member's ~~fiscal~~ academic 1982 academic year salary, plus seven hundred dollars ($700.00); provided that no faculty member's fiscal 1983 academic year salary may exceed thirty-six thousand three hundred sixty-~~seven~~ eight dollars ($36,361) FTT BKD FTT BKD

(B) Special Performance Payment. If, in the evaluation for the fiscal 1982 academic year, Management approved a rating of "superior" or "excellent" for a faculty member, such faculty member shall receive, in addition to the fiscal 1983 academic year salary set forth in paragraph (A) of this Section 8.4, a one-time lump sum payment of eight hundred fifty dollars ($850), which payment shall not be considered part of the academic year salary.

Section 8.5 - 1982 and 1983 Summer Session.

(A) Teaching Faculty. A faculty member, other than a librarian, counselor or learning resources faculty member, who is actively employed by Montgomery College during the 1982 or 1983 summer session, shall be paid a rate, per equivalent semester hour (as defined in Sections 5.2 and 5.3 of this Agreement), determined by dividing the faculty member's fiscal 1983 academic year salary by forty (40).

(B) Librarians, Counselors and Learning Resources Faculty. A librarian, counselor or learning resources faculty member who is actively employed by Montgomery College during

the 1982 or 1983 summer session shall be paid a daily rate, determined by dividing the faculty member's fiscal 1983 academic year salary by one hundred ninety-five (195).

Section 8.6 - Extent of Non-Academic Year Work Load. During the period between the end of one (1) academic year and the beginning of the succeeding academic year, faculty members, other than librarians, counselors and learning resources faculty, may not be assigned a work load in excess of eight (8) equivalent semester hours; and counselors, librarians and learning resources faculty may not be assigned for in excess of thirty-nine (39) working days. Faculty members who are actively employed by Montgomery College during such period shall perform all professional responsibilities set forth in Section 5.1 of this Agreement.

Section 8.7 - Failure to Achieve Projected Revenues. This Agreement is dependent upon receipt by Montgomery College of the revenues projected by Montgomery College as necessary to implement the Agreement. Should revenues fall below the levels necessary to implement this Agreement, Management shall immediately notify the Chapter of the shortfall in revenues and of its proposals, if any, for such modifications of this Agreement as are, in the judgment of Management, made necessary by the shortfall. Thereafter, Management and the Chapter shall promptly meet and bargain in good faith in an attempt to reach an agreement which can be implemented within the revenues received by Montgomery College. If Management and the Chapter

are unable to reach such agreement within ten (10) days, the State Commissioner of Labor and Industry, or his designee, shall participate in the negotiations as a mediator. If Management and the Chapter are unable to reach an agreement within ten (10) days after the commencement of mediation, either Management or the Chapter may request the State Commissioner of Labor and Industry to appoint a fact finder. The fact finder shall conduct a hearing within ten (10) days of his appointment and shall issue a report containing his findings of fact and recommendations to Management and the Chapter within five (5) days of the close of the hearing. If Management and the Chapter are unable to reach agreement within three (3) days after receipt of the fact finder's report, either Management or the Chapter may release the report to the public.

ARTICLE 9 - INSURANCE AND RELATED BENEFITS

Section 9.1 - Group Insurance Package. A group insurance package consisting of life, health, dental and long-term disability insurance shall be made available to faculty members. The specific benefits included in the group insurance package shall be those set forth, as of the date of the execution of this Agreement, in the group insurance contract between Montgomery College and John Hancock Life Insurance Company covering administrative and staff employees. The group insurance package shall be governed in all aspects in accord with the contract between Montgomery College and John Hancock

Life Insurance Company. Faculty members who elect to be covered under the group health insurance package must participate in the entire package and may not elect to participate in selected benefits and not participate in other benefits. Montgomery College shall pay eighty percent (80%) and the participating faculty member shall pay twenty percent (20%) of the premium for the group insurance package; provided that, for the period June 1, 1982 through August 31, 1982, the College shall pay the entire premium for the group insurance package for those faculty members who will be employed pursuant to term appointments commencing August 23, 1982.

Section 9.2 - Tax Sheltered Annuities. Montgomery College shall continue to provide employees an opportunity to purchase tax sheltered annuities from the Teachers Retirement System of the State of Maryland, the Prudential Insurance Company of America, or the Teachers' Insurance and Annuity Association College Retirement Equities Fund.

Section 9.3 - Tuition Waiver Program. Montgomery College shall continue to provide its current tuition waiver program.

Section 9.4 - Educational Assistance Program. Montgomery College shall continue in effect its educational assistance program, except that the maximum benefit payable under the Program shall be six hundred fifty dollars ($650) per faculty member per fiscal year; provided further, that the total benefits payable under this Section 9.4 shall not exceed twenty-five thousand dollars ($25,000) per fiscal year.

Section 9.5 - Faculty Development Program. Not later than December 15 of each year, Management will make available for faculty members a list of those disciplines and/or services, assigned to faculty members as part of their regular work load, in which Management foresees the possibility of a future reduction in overall work load and a list of those disciplines and/or services, assigned to faculty members as part of their regular work load, in which Management anticipates an increase in overall work load. Faculty members employed in a discipline or service, assigned to faculty members as part of their regular work load, in which Management foresees the possibility of a future reduction in overall work load may be granted a paid reduction in their individual work load for the purpose of acquiring the minimum qualifications specified by Management for employment in a discipline or service, assigned to faculty members as part of their regular work load, in which Management anticipates an increase in overall work load. Such reduction in individual work load shall not exceed twelve (12) hours per week for librarians, counselors and learning resources faculty or six (6) equivalent semester hours per semester for other faculty members, for a maximum of four (4) semesters. Montgomery College shall reimburse faculty members granted such reduced work load for the cost of tuition and related fees necessary to achieve such minimum qualifications up to the amount that is charged by the University of Maryland for resident students, as well as for required books not to exceed fifty dollars ($50) per course. An application for reduced work load under this

Section 9.5, which shall include a statement of the courses to be pursued, shall be submitted, in writing, to the Academic Vice President, or his designee, not later than one hundred twenty (120) days prior to the beginning of the academic period in which the course(s) is to be offered. A faculty member granted a reduced work load under this Section 9.5 shall fulfill the requirements necessary to meet minimum qualifications not later than twenty-four (24) months after such reduced work load commences and shall thereafter continue in the employ of Montgomery College for the next succeeding four (4) full academic semesters, unless otherwise notified by Montgomery College. A faculty member granted such a reduced work load who fails to obtain the minimum qualifications or does not continue in the employ of Montgomery College for the requisite four (4) full academic semesters ~~shall~~ may be required to FFT reimburse Montgomery College for all monies paid under this Section 9.5 to the faculty member, or on the faculty member's behalf. EKD

ARTICLE 10 - NO STRIKE/NO LOCKOUT

Section 10.1 - No Strikes. Neither the Chapter, its officers, agents, or representatives, nor any faculty members, shall in any way, directly or indirectly, authorize, assist, cause, encourage, participate in, ratify, or condone any strike.

Section 10.2 - Enforcement of No Strike Pledge. In the event of a strike in violation of Section 10.1 of this Article, Management may immediately pursue, in any court of competent